

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, CA 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6 6255 Sunset Boulevard
Suite 2000
7 Los Angeles, CA 90028
(213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

RECEIVED

DEC 02 1993

HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY) CASE NO. 157 688
13 INTERNATIONAL, a California not-)
for-profit religious corporation;) DECLARATION OF ANDREW J.
14 Plaintiff,) WILSON IN SUPPORT OF MOTION
15) TO COMPEL PRODUCTION OF
vs.) DOCUMENTS FROM DEFENDANT
16) GERALD ARMSTRONG
GERALD ARMSTRONG; MICHAEL WALTON;) CORPORATION
17 THE GERALD ARMSTRONG CORPORATION,) [FILED CONCURRENTLY WITH
a California for-profit) PLAINTIFF'S MOTION TO
18 corporation; Does 1 through 100,) COMPEL PRODUCTION OF
inclusive,) DOCUMENTS FROM DEFENDANT
19) GERALD ARMSTRONG
20 Defendants.) CORPORATION, FILED UNDER
SEPARATE COVER]

21
22 ANDREW H. WILSON deposes and says:

23
24 1. My name is Andrew H. Wilson and I am one of the attorneys
25 responsible for the representations of the Plaintiff in this
26 action. I have personal knowledge of the facts set forth in this
27 Declaration and could competently testify thereto if called as a
28 witness.

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2. My office received defendant The Gerald Armstrong Corporation's Responses to Plaintiff's First Request For Production of Documents, served by mail on October 12, 1993. On November 1, 1993, I wrote to counsel for The Armstrong Corporation, Ford Greene, detailing the reasons that I felt that The Armstrong Corporation's objections to the requests for document production were inadequate. No response to that letter has been received by my office to date.

3. Attached hereto and incorporated herein are true and correct copies of documents submitted as exhibits in support of Plaintiff's Motion to Compel Production of Documents from Defendant The Gerald Armstrong Corporation:

Exhibit A: Plaintiff's First Request For The Production of Documents By Defendant The Gerald Armstrong Corporation

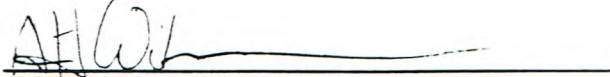
Exhibit B: The Gerald Armstrong Corporation's Responses to Plaintiff's First Request for Production of Documents

Exhibit C: Letter of November 1, 1993, addressed to Ford Greene, Esq., by Andrew H. Wilson

Exhibit D: Order of November 19, 1993, from the Superior Court of the County of Marin, California

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30th day of November, 1993, at San Francisco, California.



Andrew H. Wilson

EXHIBIT A

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 953-3360

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF MARIN

17 CHURCH OF SCIENTOLOGY OF) Case No. 157680
18 INTERNATIONAL, a California not-)
19 for-profit religious corporation;) PLAINTIFF'S FIRST REQUEST
20 Plaintiff,) FOR THE PRODUCTION OF
21) DOCUMENTS BY DEFENDANT THE
22) GERALD ARMSTRONG
23 vs.) CORPORATION
24)
25 GERALD ARMSTRONG; MICHAEL WALTON;)
26 THE GERALD ARMSTRONG CORPORATION,)
27 a California for-profit)
28 corporation; DOES 1 through 100,)
inclusive,)
Defendants.)

29 DEMANDING PARTY: Plaintiff Church of Scientology International

30 RESPONDING PARTY: Defendant The Gerald Armstrong Corporation

31 SET NO.: 1

32 Plaintiff Church of Scientology International ("plaintiff")
33 demands, pursuant to C.C.P. § 2031, that defendant The Gerald
34 Armstrong Corporation ("GAC") produce the items described below
35 for inspection and copying by plaintiff's attorneys on October
36 20, 1993 at 10 a.m. at the offices of Wilson, Ryan & Campilongo,

1 located at 235 Montgomery Street, Suite 450, San Francisco,
2 California 94104.

3 DEFINITIONS AND EXPLANATIONS:

4 1. As used herein, the term "document" includes all
5 written, typewritten, printed and graphic materials of whatever
6 kind or nature, including, but not limited to, correspondence,
7 notes, memoranda, telegrams and cables, telexes, telecopies,
8 panafaxes, publications, contracts, agreements, insurance
9 policies, minutes, offers, analyses, projections, treatments,
10 studies, books, papers, records, reports, lists, calendars,
11 diaries, statements, complaints, filings with any court, tribunal
12 or governmental agency, corporate minutes, partnerships,
13 agreements, ledgers, transcripts, summaries, agendas, bills,
14 invoices, receipts, estimates, evaluations, personnel files,
15 certificates, instructions, manuals, bulletins, advertisements,
16 periodicals, accounting records, checks, check stubs, check
17 registers, canceled checks, money orders, negotiable instruments,
18 sound recordings, films, photographs, mechanical or electronic
19 recordings, tapes, transcriptions, blueprints, computer programs
20 and data, data processing cards, x-rays, laboratory reports and
21 all other medical tests and test results.

22 2. As used herein, the term "document" further means all
23 writings, originals and duplicates as defined in California
24 Evidence Code Sections 250, 255 and 260, whether in draft or
25 otherwise, including but not limited to, copies and non-identical
26 copies (whether different from the originals because of notes or
27 marks made on or attached to said copies or otherwise).

28 3. The words "and" and "or" as used herein shall both mean

1 "and/or."

2 4. The term "you" as used herein means defendant Gerald
3 Armstrong Corporation, its employees, agents, representatives,
4 attorneys, or assigns.

5 DOCUMENTS AND THINGS TO BE PRODUCED:

6 1. All documents relating to the passing of title or
7 conveyance of the property known as 707 Fawn Drive, San Anselmo,
8 California, and more particularly described as follows:

9 PARCEL ONE

10 PARCEL TWO as shown upon that certain Parcel Map
11 entitled, "Parcel Map Lands of California Land Title
12 Portion Lands described in book 2887 of Official
13 Records, at page 367, also being Portion of Lots 501
14 and 501-A unrecorded Map of Sleepy Hollow Acres,
Vicinity of San Anselmo, Marin County, California,
filed for record April 8, 1976 in Volume 12 of Parcel
Maps, at page 43, Marin County Records.

15 EXCEPTING THEREFROM that portion deeded to Alain Pigois
16 and Nina Pigois, husband and wife, as community
property, by Deed recorded February 27, 1989, Serial
No. 89 13373.

17 PARCEL TWO

18 AN EASEMENT for ingress, egress and public utility
19 purposes described as follows:

20 BEGINNING at a point on the centerline of Fawn Drive,
21 said point being the most southwesterly corner of
22 Parcel 3, as shown upon that certain map entitled,
23 "Parcel Map Lands of California Land Title Portion
24 Lands described in Book 2887 of Official Records, at
25 page 367, also being a portion of Lots 501 and 501-A,
26 unrecorded Map of Sleepy Hollow Acres, Vicinity of San
27 Anselmo, Marin County, California", filed for record
28 April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
Marin County Records, said point also being the
intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence

1 North 75° 07' 20" East 164.00 feet; thence leaving said
2 exterior boundary of Parcel 3, North 12° 41' East 85.00
3 feet; thence North 30° 45' West 126.00 feet, thence
4 North 13° 30' East 79.21 feet to the northwesterly
5 boundary of Parcel 1, as shown upon that certain map
6 referred to hereinabove; thence along the exterior
7 boundary of said Parcel 1, South 84° 00' west 75.70
8 feet to the most Northerly corner of the parcel of land
9 described in the Deed executed by Charles B. Robertson,
10 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
11 January 30, 1956 in book 1002 of Official Records, at
12 page 623, Marin County Records; thence 111.77 feet,
13 thence leaving said exterior boundary of Parcel 1,
14 South 18° 45' East 95.06 feet thence South 21° 48' West
15 70.66 feet; thence South 75° 07' 20" West 160.00 feet
16 to the certline of Fawn Drive; thence along the
17 exterior boundary of said Parcel 3, also being the
18 centerline of "Fawn Drive, South 26° 20' East 34.46
19 feet to the point of beginning.

20 (the "PROPERTY"), from the date of acquisition to the present,
21 including all documents relating to the acquisition of the
22 PROPERTY.

23 2. All documents evidencing or relating to the state of
24 title of the PROPERTY or any portion thereof, any estate therein.

25 3. All documents comprising, evidencing or relating to any
26 agreement between you and/or Gerald Armstrong and/or Michael
27 Walton relating to the PROPERTY including, but not limited to,
28 agreements of co-ownership and respective amounts of contribution
towards down payment and mortgage payments.

1 4. All documents comprising, evidencing or relating to
2 property tax bills or property tax statements for the PROPERTY
3 that have been incurred or received at any time from December
4 1986 until the present.

5 5. All documents comprising or relating to payments made,
6 including checks or money orders or other documentation of
7 payments made on the aforementioned property tax bills.

8 6. All documents comprising or relating to any agreement

1 concerning liens, easements, rights of way, mineral rights, water
2 rights, leaseholds and any other interest in the PROPERTY.

3 7. All documents evidencing, comprising or relating to any
4 liens, encumbrances, foreclosure actions, whether pending or not,
5 on the PROPERTY including but not limited to, documents relating
6 to any payment or partial payment toward any such liens,
7 foreclosure actions or other encumbrance.

8 8. All documents, including loan applications, relating to
9 any loans secured by the PROPERTY at any time from the
10 acquisition of the PROPERTY by you to the present whether or not
11 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
12 if you were not the entity who repaid it, please provide all
13 documents relating to said repayment.

14 9. All documents comprising, evidencing or relating to
15 payment made or other exchange applied for any transfer of title
16 on the PROPERTY from 1986 until the present. This is to include,
17 but not be limited to, cancelled checks or receipts.

18 10. All documents comprising, evidencing or reflecting
19 bills or invoices, and payments thereon, of maintenance of the
20 Property from the acquisition of any portion of the PROPERTY by
21 you, Gerald Armstrong or Michael Walton to the present.

22 11. All documents comprising, evidencing or relating to
23 bills or invoices, contracts, oral or written, and payments
24 thereon of subcontractors, materialmen, suppliers or other
25 individuals or business entities who provided labor, material or
26 supplies for the modification of the PROPERTY at any time from
27 the acquisition by you, Gerald Armstrong or Michael Walton of any
28 portion of the PROPERTY to the present.

1 12. All documents comprising, evidencing or relating to
2 payments to any utility companies for the utilities at the
3 PROPERTY at any time from the acquisition by you, Gerald
4 Armstrong or Michael Walton of any portion of the PROPERTY to the
5 present.

6 13. All documents reflecting the names, addresses and
7 telephone numbers of all accountants, accounting firms and other
8 persons or businesses that you retained to manage, analyze,
9 monitor or keep records of your business and financial affairs
10 and assets, from January 1, 1987 to the present.

11 14. All documents reflecting your financial condition.
12 Such documents shall include but not be limited to financial
13 statements, profit and loss statements, income and expense
14 statements, asset statements, balance sheets and loan
15 applications.

16 15. All documents reflecting the names, addresses and
17 telephone numbers of the locations at which all your business,
18 personal and banking accounts, including those of The Gerald
19 Armstrong Corporation, are maintained.

20 16. All documents which refer to, relate to, mention,
21 discuss, concern or evidence, without limitation, any stock
22 offering made by you from January 1, 1987 until the present.

23 17. All documents which refer to, relate to, mention,
24 discuss, concern or evidence, without limitation, any transfer of
25 shares in GAC made by anyone from January 1, 1987 until the
26 present.

27 18. All documents which refer to, relate to, mention,
28 discuss, concern or evidence, without limitation, any transfer of

1 assets from Gerald Armstrong to you from January 1, 1987 until
2 the present.

3 19. All documents which refer to, relate to, mention,
4 discuss, concern or evidence, without limitation, any loans made
5 to you by any person from January 1, 1987 until the present.

6 20. All documents reflecting the names and titles of all
7 employees who worked for you from January 1, 1987 to the present.

8 21. All documents which refer to, relate to, mention,
9 discuss, concern or evidence, without limitation, any payments
10 made by you to Gerald Armstrong from January 1, 1987 until the
11 present.

12 22. All documents which refer to, relate to, mention,
13 discuss, concern or evidence, without limitation, any payments
14 made by you to Michael Walton from January 1, 1987 until the
15 present.

16 23. All documents which refer to, relate to, mention,
17 discuss, concern or evidence, without limitation, any property,
18 cash or other asset paid by you, of any kind whatsoever, in
19 exchange for every transfer of cash and/or shares of stock in The
20 Gerald Armstrong Corporation made to you by Gerald Armstrong.

21 Dated: September 16, 1993

BOWLES & MOXON

22

23

By: Laurie J. Bartilson

24

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

25

26

Attorneys for Plaintiff
Church of Scientology
International

27

28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On September 16, 1993, I served the foregoing document described as PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT THE GERALD ARMSTRONG CORPORATION on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on September 16, 1993 at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

EXHIBIT B

1 Ford Greene
California State Bar No. 107601
2 HUB LAW OFFICES
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
4 Attorney for Defendant
GERALD ARMSTRONG
5
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN

10 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680
a California not-for-profit)
11 religious corporation,) GERALD ARMSTRONG CORP.'S
12 Plaintiff,) RESPONSES TO PLAINTIFF'S
13 vs.) FIRST REQUEST FOR
14 GERALD ARMSTRONG; MICHAEL WALTON;) PRODUCTION OF DOCUMENTS
THE GERALD ARMSTRONG CORPORATION,)
15 a California for-profit)
corporation; DOES 1 through 100,)
16 inclusive,)
17 Defendants.) Date:
18) Time:
) Dept:
) Trial Date: None Set

19 DEMANDING PARTY: Plaintiff Church of Scientology International
20 RESPONDING PARTY: Defendant The Gerald Armstrong Corporation
21 SET NO: One

22 Responses To Documents And Things To Be Produced

23 1. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

2 2. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 3. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 4. Armstrong Corporation objects on the following grounds:
17 that the request violates the right to privacy and the right to
18 freedom of religion, speech, press and association, that the
19 request is not calculated to lead to the discovery of admissible
20 evidence, and is irrelevant, constitutes discovery prohibited by
21 the order of the Superior Court of Los Angeles, and is ambiguous,
22 overbroad, vague, burdensome, and harrasive.

23 5. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

2 6. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 7. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 8. Armstrong Corporation objects on the following grounds:
17 that the request violates the right to privacy and the right to
18 freedom of religion, speech, press and association, that the
19 request is not calculated to lead to the discovery of admissible
20 evidence, and is irrelevant, constitutes discovery prohibited by
21 the order of the Superior Court of Los Angeles, and is ambiguous,
22 overbroad, vague, burdensome, and harrasive.

23 9. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

2 10. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 11. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 12. Armstrong Corporation objects on the following grounds:
17 that the request violates the right to privacy and the right to
18 freedom of religion, speech, press and association, that the
19 request is not calculated to lead to the discovery of admissible
20 evidence, and is irrelevant, constitutes discovery prohibited by
21 the order of the Superior Court of Los Angeles, and is ambiguous,
22 overbroad, vague, burdensome, and harrasive.

23 13. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

2 14. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 15. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 16. Armstrong Corporation objects on the following grounds:
17 that the request violates the right to privacy and the right to
18 freedom of religion, speech, press and association, that the
19 request is not calculated to lead to the discovery of admissible
20 evidence, and is irrelevant, constitutes discovery prohibited by
21 the order of the Superior Court of Los Angeles, and is ambiguous,
22 overbroad, vague, burdensome, and harrasive.

23 17. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

2 18. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 19. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 20. Armstrong Corporation objects on the following grounds:
17 that the request violates the right to privacy and the right to
18 freedom of religion, speech, press and association, that the
19 request is not calculated to lead to the discovery of admissible
20 evidence, and is irrelevant, constitutes discovery prohibited by
21 the order of the Superior Court of Los Angeles, and is ambiguous,
22 overbroad, vague, burdensome, and harrasive.

23 21. Armstrong Corporation objects on the following grounds:
24 that the request violates the right to privacy and the right to
25 freedom of religion, speech, press and association, that the
26 request is not calculated to lead to the discovery of admissible
27 evidence, and is irrelevant, constitutes discovery prohibited by
28 the order of the Superior Court of Los Angeles, and is ambiguous,

1 overbroad, vague, burdensome, and harrasive.

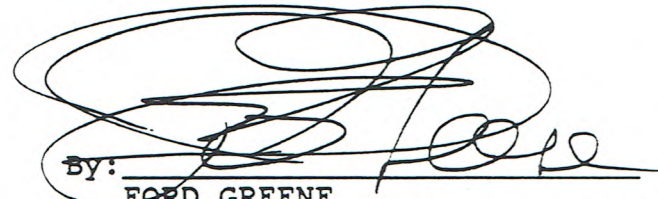
2 22. Armstrong Corporation objects on the following grounds:
3 that the request violates the right to privacy and the right to
4 freedom of religion, speech, press and association, that the
5 request is not calculated to lead to the discovery of admissible
6 evidence, and is irrelevant, constitutes discovery prohibited by
7 the order of the Superior Court of Los Angeles, and is ambiguous,
8 overbroad, vague, burdensome, and harrasive.

9 23. Armstrong Corporation objects on the following grounds:
10 that the request violates the right to privacy and the right to
11 freedom of religion, speech, press and association, that the
12 request is not calculated to lead to the discovery of admissible
13 evidence, and is irrelevant, constitutes discovery prohibited by
14 the order of the Superior Court of Los Angeles, and is ambiguous,
15 overbroad, vague, burdensome, and harrasive.

16 DATED: October 12, 1993

HUB LAW OFFICES

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By: Ford Greene
FORD GREENE
Attorney for Defendant and
Petitioners GERALD ARMSTRONG
and THE GERALD ARMSTRONG
CORPORATION

PROOF OF SERVICE

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I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

DEFENDANT THE GERALD ARMSTRONG CORPORATION'S
RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR THE
PRODUCTION OF DOCUMENTS

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

MICHAEL WALTON, ESQ.
707 Fawn Drive
San Anselmo, CA 94960

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

- (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
- (Personal) I caused said papers to be personally service on the office of opposing counsel.
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: October 12, 1993



EXHIBIT C

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
CHRISTOPHER B. TIGNO
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN
JAIN-BREAC MACLEOD
GREGORY R. DIETRICH

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

* CERTIFIED TAXATION SPECIALIST
THE STATE BAR OF CALIFORNIA
BOARD OF LEGAL SPECIALIZATION

November 1, 1993

Ford Greene, Esq.
HUB LAW OFFICES
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1969

Re: CSI v. Armstrong, et al.,
Marin County Action No. 157680;
Discovery Responses
Our File No. SCI02-003A

Dear Mr. Greene:

I write in an attempt to resolve the issues raised in GERALD ARMSTRONG CORP.'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS. I will address those objections by category below:

1. Objection on grounds that request violates right to privacy, to freedom of religious speech, press and association. I find this objection difficult to understand. As you know, this action is directed at Mr. Armstrong's conveyance of assets so as to essentially render him judgment-proof. At the same time he was engaging in what he admits (and in fact boasts of) were breaches of the September 6, 1986 settlement agreement between he and plaintiff. I fail to understand how production of the documents requested, all of which are designed to elicit information with respect to those transfers, would infringe on these rights. I also am not aware of any authority which is remotely similar to this case. Unless you can provide me with such authority, I shall expect that you will abandon this objection.

2. Request constitutes discovery prohibited by the order of the Superior Court of Los Angeles. I presume that the "order" to which you refer is Judge Horwitz' orders which stay Action Nos. 052395 and 084642 pending the resolution of your client's appeal from the preliminary injunction entered by Judge Sohigian. Discovery propounded in this action, by definition, was not prohibited by any of these orders. If you are somehow contending that discovery propounded here is relevant only in that action, and hence prohibited, I suggest you tell me which requests you believe are only relevant to the two Los Angeles County actions. The reality is that the discovery propounded here is relevant to this action, and some of it may

have marginal relevance to the Los Angeles County action. However, it could only arguably be prohibited if it was relevant only to the Los Angeles County action.

3. Discovery not calculated to lead to discovery to admissible evidence and is irrelevant. It is virtually impossible for me to understand, unless you specify further, on what grounds you make this objection. I have re-reviewed the requests, and am satisfied that they all are calculated to lead to evidence which would be admissible in this action. The requests are all designed to elicit documents which would either reflect transfer which we believe are fraudulent, would show information which would tend to prove that the transfers were fraudulent, or which would reveal existence of further fraudulent transfers. For example, Requests Nos. 1 through 12 of the Second Request to Mr. Armstrong and the First Request to TGAC all relate to the real property transferred to Michael Walton. Unless you can provide me with specific reasons why specific requests are not calculated to lead to discovery of admissible evidence or are irrelevant, I must insist that you not raise this objection as a grounds for refusing discovery.

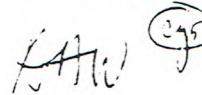
4. Request is ambiguous, overbroad, vague and harassive. I do not really believe that you have trouble understanding these requests, or that they are overbroad. If you have a problem understanding a specific request, please let me know what request and what your problem is and I will be happy to provide further specifics so that this vagueness/ambiguity will not be a problem. With respect to the requests being overbroad and harassive, they are not. While I doubt that any explanation or argumentation you may provide will cause me to change my mind, I invite you to do so and I will reconsider.

* * *

In conclusion, I request that you reply to this letter, letting me know which documents you will produce and which documents you will not produce no later than the close of business on Friday, November 5, 1993.

Very truly yours,

WILSON, RYAN & CAMPILONGO

Handwritten signature of Andrew H. Wilson, consisting of the initials 'AW' and a circled '295'.

Andrew H. Wilson

AHW-0735.LTR

cc: Laurie Bartilson

DATE: FRI., NOV. 19, 1993 TIME: 9:00 REPORTER: J. KNETZGER
OPPOSITION DUE: 11/12/93 JUDGE: GARY. W. THOMAS CLERK: J. BANKSON
REPLY DUE: 11/17/93 DEPT. NO. 1 COMPLETED: _____

CASE NO.	TITLE OF ACTION	PROCEEDING	ATTORNEY
3) 157680	CHURCH OF SCIENTOLOGY INTERNATIONAL V GERALD ARMSTRONG, ET AL		

THE DEMURRER OF DEFENDANT MICHAEL WALTON ON THE GROUND OF UNCERTAINTY IS OVERRULED. THIS ACTION DOES NOT REQUIRE A DETERMINATION OF WHETHER ARMSTRONG IS LIABLE FOR BREACHING THE SETTLEMENT AGREEMENT. A TRANSFER OF PROPERTY CAN BE FRAUDULENT AND A CREDITOR CAN OBTAIN REMEDIES WITHOUT A DETERMINATION OF THE ULTIMATE VALIDITY OF THE CREDITOR'S CLAIM. (SEE CIV. CODE, §§ 3439.01(b) & (c), 3439.04, 3439.07.) IN ADDITION, THIS ACTION CAN BE PURSUED BEFORE A JUDGMENT IN THE LOS ANGELES COUNTY ACTIONS. (ID.)

THE DEMURRER ON THE GROUND OF FAILURE TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION IS OVERRULED. PARAGRAPHS 29 AND 36 PLEAD FACTS MEETING THE REQUIREMENTS OF CIVIL CODE SECTION 3439.04(a). PARAGRAPHS 30, 31, 37, AND 38 PLEAD FACTS MEETING THE REQUIREMENTS OF SECTION 3934.04(b)(2).

THE MOTION TO STRIKE IS DENIED. AS EXPLAINED ABOVE, THIS ACTION DOES NOT SEEK OR REQUIRE A DETERMINATION THAT ARMSTRONG BREACHED THE SETTLEMENT AGREEMENT. THUS, THIS ACTION IS NOT SIMPLY AN ATTEMPT TO AVOID THE ORDERS IN THE LOS ANGELES COUNTY ACTIONS.

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On November 30, 1993, I served the foregoing document described as NOTICE OF MOTION AND MOTION TO COMPEL PRODUCTION OF DOCUMENTS FROM DEFENDANT THE GERALD ARMSTRONG CORPORATION on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on November 30, 1993 at Los Angeles, California.

**** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

[]** Such envelopes were hand delivered by
Messenger Service

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of
the State of California that the above is true and
correct.

[] (Federal) I declare that I am employed in the
office of a member of the bar of this court at
whose direction the service was made.

Gabriel Becket
Print or Type Name

Gabriel Becket
Signature

* (By Mail, signature must be of person depositing
envelope in mail slot, box or bag)

** (For personal service signature must be that of
messenger)